

State of Indiana Office Lease

This Lease is entered into by and between Leman Development, LLC, 10319 Dawson's Creek Blvd., Suite A, Fort Wayne, IN 46825 (hereinafter referred to as "Landlord") and the State of Indiana, acting by and through the Department of Administration, for and on behalf of the Office of the Attorney General, Medicaid Fraud Control Unit (hereinafter referred to as "Tenant"). The signatories for the Landlord and Tenant warrant and represent that they have been duly authorized to execute this Lease on behalf of the Landlord and Tenant respectively.

In consideration of the promises and obligations specified in this Lease, Landlord and Tenant agree as follows:

1. Description of Premises Leased.

Tenant agrees to lease from Landlord and Landlord agrees to lease to Tenant certain office space consisting of approximately 305 square feet. The space to be leased is commonly known as 10319 Dawson's Creek Blvd., Suite B, in the City of Fort Wayne, State of Indiana (the "Leased Premises"). The Leased Premises are more fully described in the legal description attached as Exhibit "A" and floor plan attached as Exhibit "B".

2. Term of Lease.

This Lease shall be effective for a period of 3 years commencing on the 1st day of September 2003, and ending on the 31st day of August 2006. This Lease may be renewed for two additional one year periods allowing for a monthly installment increase from \$425.00 to \$475.00.

3. Consideration.

The total agreed rent for the entire term of this Lease shall not exceed the sum of \$15,300.00 payable in equal consecutive monthly installments of **\$425.00**, which represents an annual square foot amount of **\$16.72**. Rent shall be paid in arrears as described in paragraph 4, below.

4. Method of Payment.

A. The Landlord shall submit a monthly invoice (in arrears) on Landlord's letterhead, directly to the Tenant agency. The invoice must contain an invoice number, purchase order number (which will be provided to Landlord by the Auditor of State upon final execution), description of the **service(s)** for which the Tenant is being billed (rent, additional rent, utilities, leasehold improvements, etc.) remittance address, and the amount due. No invoice shall be paid for any month before the first day of the month following the month for which leased space was provided.

B. If the term of this Lease does not begin on the first day of a calendar month, or if this Lease does not terminate or is not terminated on the last day of a calendar month, then the rent for any period less than a calendar month will be prorated based upon the number of days in the partial month for which the lease is effective.

C. Late payments, if any, shall be determined and made in accordance with IC 5-17-5-1.

D. All payment obligations shall be made to:

Leman Development, LLC
10319 Dawson's Creek Blvd. , Suite A
Fort Wayne, IN 46825

5. General Uses by Tenant.

- A. Tenant agrees that the Leased Premises will be used and occupied for **office** and clerical work to be performed by employees of Tenant. Any other use by Tenant must be approved by Landlord prior to such use.
- B. Tenant shall not make any alterations, additions, repairs, or improvements to the Leased Premises unless agreed to by Landlord. Should Tenant require improvements during the term of this Lease, said improvements shall be agreed to without amending this Lease and performed by Landlord with Tenant reimbursing Landlord after completion and approval of the improvements. Improvements under this paragraph shall not exceed \$25,000.00.

6. Services to be Provided by Landlord.

- A. Landlord shall provide the following services to the Leased Premises at no additional cost to the Tenant:
1. Routine janitorial services and supplies, including rest room supplies, replacement of light bulbs, and customary cleaning in and about the Leased Premises.
 2. Heat, air conditioning, and ventilation when required for comfortable occupancy of the Leased Premises to the following criteria:

Summer: Cool to 75 degrees.
Winter: Heat to 70 degrees.
Fresh air to be provided based upon 20 cubic feet per minute of outside air per person at a density of 1 person per 200 occupied square feet, except when the outside temperature is above 90 degrees or below 15 degrees in which case the quantity of fresh air will be reasonably adjusted to provide for comfortable occupancy;
 3. Gas, where applicable, and electricity;
 4. Water for drinking, lavatory, and rest room purposes, including a reasonable amount of hot water;
 5. Sewage services;
 6. Parking; 3 spaces;
 7. Snow and ice removal from the parking areas and walkways to and around the Leased Premises (Snow to be removed when it reaches 2 inches. Ice to be treated as needed);
 8. Pest control when needed;
 9. Trash removal (Scavenger Service);
 10. Lawn maintenance, where applicable;
 11. Paint walls and shampoo carpets within the Leased Premises should the Tenant exercise its option to renew the lease; and
 12. Accommodation and coordination for recycling of office paper, newspaper, corrugated cardboard, and beverage containers in keeping with the State's Greening the Government recycling requirements.
- B. Landlord agrees to maintain the Leased Premises in a condition of safety and habitability appropriate to the needs and uses of Tenant. All maintenance, upkeep, and repair of the Leased Premises and its systems shall be the responsibility of Landlord and shall be provided at Landlord's expense, except in the event damage is caused due to the negligence of Tenant. Upon notice from Tenant of any condition requiring repair or maintenance, Landlord shall promptly make the required repairs and perform the required maintenance.

- C. Landlord promises and agrees that should it fail to make repairs in a timely, proper, and satisfactory manner **after** notice is provided by Tenant, or **after** its own inspection reveals a need for repairs, Tenant may make such repairs and set off against the rent the cost of such repairs **from** the date of notice. The rent shall abate until the total costs of repairs incurred by Tenant shall be recovered.
- D. If Tenant remains in compliance with this Lease, Tenant shall have the peaceful and quiet enjoyment of the Leased Premises except as provided in section D. above.
- E. Landlord acknowledges and agrees that the Leased Premises and all facilities shall conform to applicable provisions of the Indiana State Fire and Building Codes, and applicable municipal fire and building codes.
- F. Landlord further agrees to provide access and parking and meet any other requirements for persons with disabilities in conformance with local, state and federal statutes and regulations, including those current laws and regulations required by the Americans with Disabilities Act (ADA), 42 USC 101, 1990.
- 7. Loss of Use by Tenant.

In the event the Leased Premises are made untenable or are partially or totally destroyed by fire, explosion, or other casualty, provided such total or partial destruction is not caused by Tenant,

 - A. The Leased Premises shall be repaired as speedily as possible, at Landlord's expense;
 - B. Either party may elect to terminate this Lease by notifying the other party in writing within thirty (30) days of the casualty, and rent shall abate and be paid only to the date of the casualty;
 - C. Landlord and Tenant can agree in writing to continue this Lease for the undamaged portion of the Leased Premises at a rent apportioned according to the usable **office** space available. If the Leased Premises are unusable during the restoration period, the rent shall abate during this period.
- 8. Installation of Fixtures.

Tenant shall have the right to install, place and maintain all business fixtures, equipment and furniture necessary and required for use by Tenant, its agents, officials and employees, in the conduct of its business, and Tenant shall have the right to remove such business fixtures, equipment and furniture upon termination of this Lease, providing Tenant reasonably repairs damage caused by the removal.
- 9. Assignment and Subletting.

Tenant shall not assign this Lease, sublet the Leased Premises, or any part thereof, or permit the use or occupancy of any part of the Leased Premises, by anyone other than Tenant, its officials, agents, or employees, without the prior consent of Landlord.
- 10. Abandonment of Premises.

Tenant understands and agrees that if it abandons the Leased Premises during the **term** of this tenancy, it shall not **be** relieved of its duties and obligations under this Lease. Exercise of Tenant's rights under Section 14 (Conflict of Interest), or Section 18 (Cancellation) shall not constitute abandonment. Landlord, however, promises that if Tenant fails to exercise its right to perform under

this Lease, Landlord shall in good faith use its best efforts to re-let the premises and set off against rents due from Tenant any rent collected from others for their use of the Leased Premises. Nothing in this clause shall prevent Landlord or Tenant from negotiating a termination of this Lease.

11. Surrender and Holding Over.

A. Upon expiration or **termination** of this Lease, Tenant shall remove all of its goods, fixtures and other movable personal property and surrender the Leased Premises to Landlord in the same condition as the Leased Premises were at the beginning of this Lease, ordinary wear and tear, and damage by the elements, excepted.

B. In the event Tenant remains in possession of the Leased Premises after this Lease has expired or been terminated, the resulting tenancy shall be construed as a tenancy from **month-to-month** and monthly rental shall remain the same as the rent being paid at the time the holdover occurs.

12. Nondiscrimination.

A. Pursuant to Indiana Code 22-9-1-10 and the Civil Rights Act of 1964, each of the parties warrant to the other that they shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Lease, with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of race, age, color, religion, sex, disability, national origin, or ancestry. Acceptance of this Lease also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability, or status as a veteran. The Landlord shall comply with Section 202 of Executive Order 12466, as amended, 41 CFR 60-250 and 41 CFR 60-741, as amended, which are incorporated herein by reference.

B. The Landlord understands that the Tenant is a recipient of Federal funds. Pursuant to that understanding, the Landlord agree that if the Landlord employs 50 or more employees and does at least \$50,000.00 worth of business with the Tenant, and is not exempt, the Landlord will comply with the affirmative action reporting requirements of 41 CFR 60-1.7.

13. Memorandum of Lease.

Upon request by Tenant, a Memorandum of Lease in recordable form shall be executed by both parties and recorded in conformance with the laws of the State of Indiana. (To be recorded in the County of the Leased Property)

14. Conflict of Interest.

A. As used in this section:

"Immediate Family" means the spouse and unemancipated children of an individual.

"Interested Party" means:

1. The individual executing this Contract;

2. An individual who has an interest of three percent (3%) or more of Contractor, if Contractor is not an individual; or

3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

"Department" means the Indiana Department of Administration.

"Commission" means the State Ethics Commission.

B. The Department may cancel this Contract without recourse by Contractor if any interested party is an employee of the State of Indiana.

- C. The Department will not exercise its right of cancellation under section B above if the Contractor gives the Department an opinion by the Commission indicating that the existence of this Contract and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of state employees. The Department may take action, including cancellation of this contract, consistent with an opinion of the Commission obtained under this section.
- D. Contractor has an **affirmative** obligation under this contract to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that Contractor knows or reasonably could know.

15. Indemnification.

To the extent permitted by Indiana law, Landlord agrees to **indemnify**, defend and hold harmless Tenant and its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by an act or omission of Landlord.

16. Indiana Law.

This Lease shall be interpreted in accordance with and be governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

17. Default by Tenant.

Tenant shall be in default for failure to perform any of its obligations under this Lease thirty (30) days after Landlord has notified Tenant in writing of specific obligations not being performed. Default by Tenant shall entitle Landlord any remedy afforded it by Indiana Law.

18. Cancellation.

A. If the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of this Lease, this Lease shall **be** canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

B. The parties agree that they may terminate this Lease during the lease term upon sixty (60) days prior written notice. Termination shall occur without penalty.

19. Force Majeure.

In the event that either party is unable to perform any of its obligations under this Lease, or to enjoy any of its benefits, because of natural disaster or decrees of governmental bodies not the fault of the affected parties (hereinafter referred to as a "Force **Majeure** Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Lease shall be immediately suspended. If the period of **nonperformance** exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Lease.

20. Penalties - Interests - Attorney's Fees.

Tenant will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1 et seq., IC 34-54-8-5, and IC **34-13-1-6**.

21. Disputes.
- A. Should any disputes arise with respect to this Lease, Landlord and Tenant agree to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.
- B. Landlord agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Lease that are not affected by the dispute. Should the Landlord fail to continue to perform its responsibilities with regard to all non-disputed work without delay, any additional costs incurred by Tenant or Landlord as a result of such failure to proceed shall be borne by Landlord and Landlord shall make no claim against the Tenant for such costs. If Tenant and Landlord cannot resolve a dispute within ten (10) working days following notification in writing by either party of the existence of a dispute then the following procedure shall apply:

The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Landlord and Tenant within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration for a determination, or otherwise the dispute shall be submitted to an Indiana court of competent jurisdiction.

22. Modification of Lease.
- This Lease may be modified at any time upon written agreement signed by Landlord and all necessary signatories of the State of Indiana.
23. Miscellaneous Provisions.
- A. No waiver of any condition or covenant of this Lease or failure to exercise a remedy by either Landlord or Tenant shall be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, or remedy.
- B. Landlord and Tenant agree that this Lease and all acts done in compliance with this Lease shall not be deemed to create any relationship between the parties other than the relationship of Landlord and Tenant.
- C. This Lease, upon complete execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Lease.
24. Liens.
- Tenant agrees that it shall not cause any liens to be filed as a result of any work done on its behalf; however, should such a lien be filed, Tenant agrees to discharge such lien within thirty five (35) days of receipt of notice of the lien.

25. Hazardous **Materials**.

Landlord, to the best of its knowledge, guarantees that the Leased Premises are in environmentally sound condition at the time of the execution of this Lease. Both Landlord and Tenant agree that they shall not cause, allow, or permit any Hazardous Material to be brought upon, generated, manufactured, stored, handled, disposed of, or used at, on, about, or beneath the Leased Premises or any portion of the Leased Premises.

26. Drug-Free Workplace Certification.

The Landlord hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Landlord will give written notice to the Tenant and the Department of Administration within ten (10) days after receiving actual notice that Landlord or an employee of the Landlord has been convicted of a criminal drug violation occurring in the Landlord's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Lease and/or debarment of contracting opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total lease amount set forth in this Lease is in excess of \$25,000.00, Landlord hereby further agrees that this agreement is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts and grants from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by Landlord and made a **part** of the lease or agreement as **part** of the **lease documents**.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying employees that the **unlawful** manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and **specifying** the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) Contractor's policy of maintaining a drug-free workplace; (3) any available drug consulting, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of **continued employment**, the **employee will** (1) abide by the **terms** of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction.
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who

is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

27. Notice.

All notices required to be given under this Lease will be made in writing and will be sent by registered, certified, or overnight mail to the parties, as follows:

Landlord: Lemar Development, LLC
10319 Dawson' Creek Blvd. , Suite A
Fort Wayne, IN 46825

Tenant: Office of the Attorney General
Attn: Tony Rogers, Controller
302 West Washington Street
IGCS-5th Floor
Indianapolis, IN 46204

Copy to: Commissioner, Department of Administration
Indiana Government Center South
402 W. Washington St., Rm. W479
Indianapolis, IN 46204

28. Lobbying Activities.

- A. Pursuant to 31 U.S.C. S 1352, and any regulations promulgated thereunder, Landlord hereby assures and certifies that no federally appropriated funds have been paid, or will be paid, by or on behalf of Landlord, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any federal lease, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal lease, grant, loan, or cooperative agreement.

- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an **officer** or employee of any agency, a member of Congress, an officer or employee of congress, or an employee of a member of Congress in connection with this agreement, Landlord shall complete and submit Standard Form-LLL, "**Disclosure** Form to Report Lobbying," in accordance with its instructions.

29. Debarment and Suspension.

Landlord **certifies**, by entering into this agreement, that neither it nor its principals are presently debarred, suspended, proposed for **debarment**, delcared ineligible, or voluntarily excluded from entering into this agreement by any federal or state department or agency. The **term** "principal" for purposes of this Lease is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Landlord.

30. Non-Collusion and Acceptance

The undersigned represents and warrants that helshe has been authorized by all necessary action to execute the Lease for and in the name of the Landlord. The undersigned further represents and **warrants** that helshe has not, nor has any other employee, representative, agent, or officer of the Landlord, directly or indirectly, to the best of **his/her** knowledge, entered into or offered to enter into any combination, collusion, or agreement to receive or pay, and that helshe has not received or paid, any sum of money or other consideration for the execution of this Lease other than that which appears upon the face of this Lease.

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IN WITNESS to their agreement, the persons signing this lease execute it for the
Landlord and Tenant:

For Landlord:

Leman Development, LLC

Jonathan P. Leman

For Tenant:

Office of the Attorney General

By: Larry Hopkins
Larry Hopkins, Chief Executive Officer

Date: September 8, 2003

Date: 9-15-03

The above named person(s) for the
Landlord personally appeared before
me, a Notary Public and acknowledged
the execution of this lease
this 8 day of Sept, 2003.

Department of Administration

David Perlini (for)
David Perlini, Commissioner

Date: 9-22-03

Jonathan L Koester
Notary Public

State Budget Agency

Marilyn Schultz (for)
Marilyn Schultz, Director

Date: 9-24-03

Jonathan L Koester
Printed Name

Approved as to form and legality

Steve Carter (for)
Steve Carter, Attorney General

Date: 10-01-03

My Commission Expires: 9-13-08

County of Residence: Allen

113137

05 11 01
WV IN

FT. WAYNE IN 4821 PHONE (219) 484-3748

Land Surveyor

Lead Supervisor

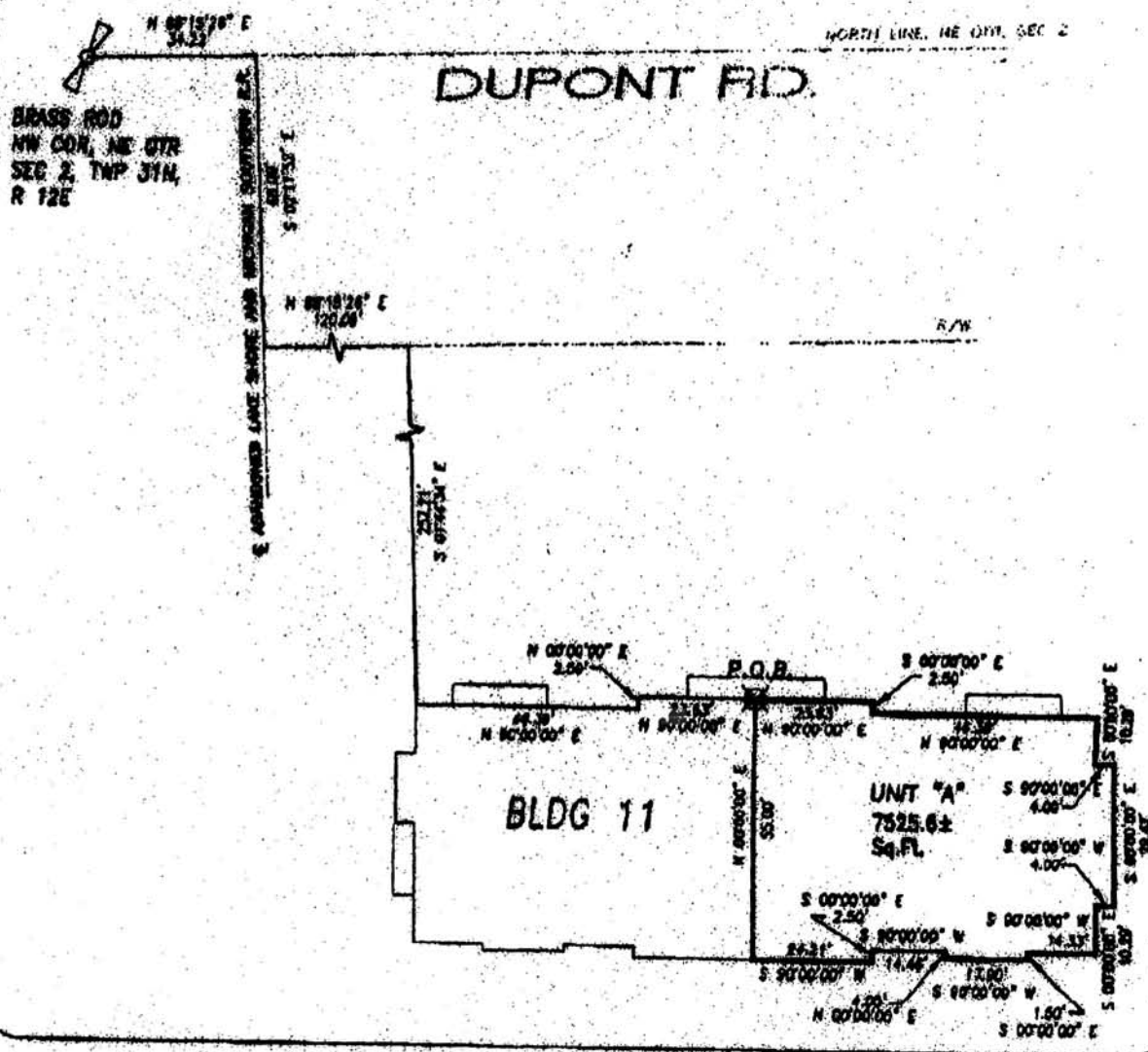
PAGE 1 OF 3

LEGAL DESCRIPTION

FOR BUILDING 11, UNIT "A" FIRST & SECOND FLOOR
AT DAWSON'S CREEK PROFESSIONAL VILLAGE

FIRST AND SECOND FLOOR DESCRIPTION

PART OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 31 NORTH, RANGE 12 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible]

GOLDSTINE KNAPKE CO.
 127 W. Berry St., Ste 900
 Fort Wayne, IN 46802
 (260) 424-6277 Ext. 246

OFFICE SPACE

Contact: Jim **Bostwick**
 E-Mail: jbostwick@gk-co.com
 Web: www.gk-co.com
 Fax: (260) 422-5315

Building	10319 Dawson's Creek, A1,2	County	Allen
Address	10319 Dawson's Creek, A1,2	Township	Washington
City/State/Zip	Fort Wayne, IN 46825	Quadrant	Northwest

SITE DATA

Land Area
 Zoning CM1
 Frontage
 Parking, # Spaces Asphalt, 4

TRANSPORTATION

Major Highway Nearest Site Dupont Rd
 Distance to Interstate 2 miles
 Distance to Commercial Airport 25 miles

BUILDING DATA

Total Area SF 14,732
 Vacant SF 305
 Dimensions
 Construction Type Frame
 Construction Year 2002
 Former Use
 Condition New
 Floor/Foundation Wood, Concrete
 Roof Shingle
 # Floors 2
 Heating System High Efficiency Gas - FA
 A/C System High Efficiency - Cnvntnl
 Sprinklered/Type N/A
 Rest Rooms 2
 Security System N/A
 Handicapped Access- Yes

LEASE INFORMATION

Total Available SF 305
 Minimum SF 305
 Rate/SF/Year \$16.72
 Monthly Rent Amount \$425.00
 Gross/Net Full Service
 Term 5 years
 Date Available October, 2002

WHO PAYS

Gas
 Electric
 Water & Sewer
 Property Taxes
 Building Insurance
 Common Area Maint
 Janitorial
 Ext/Structure Maint
 Interior Maint

TENANT OWNER

X
 X
 X
 X
 X
 X
 X
 X
 X

UTILITIES

Electric Source Northeastern REMC
 Amps 100
 Volts 120
 Phase 1
 Annual Cost
 Natural Gas Source Nipsco
 Annual Cost
 Water, Sewer Source(s) AquaSource, City
 Annual Cost

LEGAL DESCRIPTION

See legal desc for Bldg
 11 at Dawson's Creek Professional Village

ADD'L MATERIALS AVAIL

Floor Plans Yes
 Survey, Environmental Study Survey

The information above has been obtained from sources believed reliable. While we do not doubt its accuracy, we have not verified it and make no guarantee, warranty or representation about it. It is your responsibility to independently confirm its accuracy.

